

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES																					
1. REQUEST NO.		2. DATE ISSUED		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING																			
5a. ISSUED BY						6. DELIVER BY (Date)																					
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY																					
NAME			TELEPHONE NUMBER			<input type="checkbox"/> FOB DESTINATION		<input type="checkbox"/> OTHER (See Schedule)																			
			AREA CODE		NUMBER		9. DESTINATION																				
8. TO:						a. NAME OF CONSIGNEE																					
a. NAME			b. COMPANY			b. STREET ADDRESS																					
c. STREET ADDRESS						c. CITY																					
d. CITY			e. STATE		f. ZIP CODE		d. STATE		e. ZIP CODE																		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)			IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.																								
11. SCHEDULE (Include applicable Federal, State and local taxes)																											
<table><tr><td>ITEM NO.</td><td>SUPPLIES/ SERVICES</td><td>QUANTITY</td><td>UNIT</td><td>UNIT PRICE</td><td>AMOUNT</td></tr><tr><td>(a)</td><td>(b)</td><td>(c)</td><td>(d)</td><td>(e)</td><td>(f)</td></tr><tr><td colspan="6"></td></tr></table>										ITEM NO.	SUPPLIES/ SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	(a)	(b)	(c)	(d)	(e)	(f)						
ITEM NO.	SUPPLIES/ SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
(a)	(b)	(c)	(d)	(e)	(f)																						
12. DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS																		
									NUMBER PERCENTAGE																		
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.																											
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION																			
a. NAME OF QUOTER																											
b. STREET ADDRESS					16. SIGNER																						
c. COUNTY					a. NAME (Type or print)			b. TELEPHONE																			
								AREA CODE																			
d. CITY			e. STATE		f. ZIP CODE		c. TITLE (Type or print)																				
							NUMBER																				

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STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

<u>Document No.</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
Attachment 1	SF 18, Request for Quotation	2	10 NOV 03
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Attachment 3	Statement of Work	6	10 NOV 03
Attachment 4	Offerors Representations & Certifications	8	10 NOV 03
Attachment 5	Offerors Checklist	1	

Attachment 2

CLAUSES INCORPORATED BY REFERENCE**52.213-4 - Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (Oct 2003).**

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.233-3	Protest After Award	AUG 1996

Additional FAR clauses that apply:

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-36	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer-Central Contract Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.243-1	Changes – Fixed Price (Alt III)	AUG 1987, (APR 1984)
52.244-6	Subcontracts for Commercial Items	APR 2003
52.253-1	Computer Generated Forms	JAN 1991
252.243-7001	Pricing of Contract Modification	DEC 1991

A. FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://Farsite.hill.af.mil>
<http://www.deskbook@dla.mil>

B. Inspection/Acceptance: The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require

repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights --

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

C. Excusable delays: The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

D. Termination for the Government's convenience: The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

E. Termination for cause: The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

F. Warranty: The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) CONTRACTOR'S EFT INFORMATION. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) MECHANISMS FOR EFT PAYMENT. The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) CONTRACTOR EFT ARRANGEMENTS. The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) EFT AND PROMPT PAYMENT. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the

absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clauses)

Attachment 3

**TECHNICAL SUPPORT SERVICES RELATED TO DATA COMPILATION AND
PREPARATION OF FY 2003 ANNUAL ENERGY MANAGEMENT REPORT AND FY 2004
IMPLEMENTATION PLAN FOR DEFENSE AGENCIES**

1.0 BACKGROUND

Executive Order (EO) 13123 requires that Federal Agencies measure and report annually to the President their progress in meeting the goals and requirements of the EO. This report is to be submitted to the Department of Energy (DoE) and the Office of Management and Budget (OMB). Defense Agencies who control Federally owned building space or directly pay the utilities in leased space are required to submit an energy management report to the Office of the Deputy Secretary of Defense (Installations and Environment) DUSD (I&E).

The report additionally covers energy consumption for tactical vehicles and different categories of buildings, water consumption, strategies used to reduce energy consumption and improve efficiency, and renewable energy utilization. Transportation and environmental data are reported through separate reporting mechanisms.

The Department of Defense components (services and agencies) are tasked with providing information for the FY 2003 report by December 2, 2003.

1.1 In support of the (DUSD)(I&E), Defense Energy Support Center (DESC) will provide contract support for the Submission of Fiscal Year (FY) 2003 Annual Energy Management Report for the Department of Defense (DoD).

1.2 The Contractor shall prepare a report utilizing procedures, forms and guidance of government provided reference documents, compliance documents, and information provided by the Department of Defense. The Contractor shall conform to all requirements contained in compliance documents. The Contractor shall utilize all information from reference documents to produce the FY 2003 Annual Energy Management Report sixty (60) working days after notice to proceed from the Government.

1.3 The Contractor shall identify areas where government provided data for reports is not in compliance with guides and report this information to the Contracting Officer immediately.

2.0 OBJECTIVES

Contractor shall be required to understand the report requirements in order to verify the accuracy of data provided, identify deviances from historical trends, and submit a completed draft FY 2003 Annual Energy Management Report and FY 2004 Implementation Plan for the Department of Defense.

2.1 Government furnished data will be provided in order for the contractor to submit a complete and accurate FY 2003 Annual Energy Management Report and FY 2004 Implementation Plan for the Department of Defense. The following guidance is to be used by the Contractor in the preparation of reports:

- a. DoD Guidance for FY 2003 Annual Energy Management Report and FY 2004 Energy Management Implementation Plan, with all of its attachments and references.
http://www.acq.osd.mil/ie/irm/utilities/energy/energy_use/main.htm
- b. Federal Energy Management Program (FEMP) Reporting Guidance for the Annual Report on Federal Energy Management and Conservation Programs at the following web address:
http://www.eere.energy.gov/femp/aboutfemp/report_guide.html
- c. DoD's FY2002 Annual Energy Management Report and FY 2003 Energy Management Implementation Plan, with all of its attachments and references.
http://www.acq.osd.mil/ie/irm/utilities/energy/energy_use/energymgmt_report/fy02/energymgmt02.htm

2.2 Of particular importance to the Government is assessment of compliance with guidelines and identification of deviances in government furnished data. If in the course of reviewing data the contractor finds that data submitted does not conform to the listed guidelines or jeopardizes the accuracy and comprehensiveness of the report then immediate notification to the Contracting Officer shall be required.

3. DELIVERABLE/DELIVERY SCHEDULE

The following deliverables are required from the Contractor under this effort. The Contractor shall submit all deliverables on or before the date specified. If special handling is required (FAX, FedEx), the Government contracting Officer's Technical Representative (COTR) will notify the Contractor.

Part 1 (CLIN 0001)

Deliverable Title	Format	Working Days
Preliminary meeting: Advise on methodology to be used	Contractor Format	Five (5) days after date of award
Plan of Actions and Milestones (POAM)	Contractor Format	Five (5) days after preliminary meeting
Weekly Progress Review Meetings	Contractor Format	Assume seven (7) reports to begin weekly after POAM
Contractor Draft Report	In accordance with DoD, DoE Guidance and attachments	Five (5) days prior to completion date of project
Final Report to Government	In accordance with DoD, DoE Guidance and attachments	Sixty (60) days after Notice to Proceed

4. PERIOD OF PERFORMANCE

The period of performance for completion of the report will not exceed 60 working days from notice to proceed.

5. TRAVEL

No travel, subsistence, or associated labor charges for travel time shall be charged for work performed within a 50 mile radius of the contractor's local office. Travel performed for personal convenience and daily travel to and from work at contractor/s facility will not be reimbursed. In the event the government requires travel outside the Washington D.C. metro area, the Government will be responsible for the cost of travel and per diem only. All travel will be coordinated with the Contracting Officer's Representative (COR) and in accordance with the Travel Plan furnished by the Contractor, authorized by Resource Management, and will be approved by the Government prior to any travel being performed. Costs associated with Government directed travel will be in accordance with FAR Part 31.205-46.

6. OTHER

6.1 Place of performance:

At contractors own facility.

6.2 Security Requirements:

The work performed under this Purchase Order will be unclassified. The contractor will comply with all the DOD and DESC security requirements pursuant to current security regulations (Provided on request).

6.3 Progress Meetings:

The contracting officer, COTR and other government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. The contractor will also notify the contracting officer (in writing) of any work being performed, if any, that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve the outstanding issues.

The meetings frequency is identified on the delivery schedule.

The minutes of those meetings will be reduced to writing, signed by the contracting officer, and any other signatures as deemed appropriate, and distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will put in writing to the contracting officer any areas of non-concurrence.

6.4 Holidays

The Federal Government observes the following Federal legal holidays:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

7. PACKAGING AND SHIPPING INSTRUCTIONS:

Two (2) copies of the final report with supporting documents shall be submitted in binders with all sections tabbed, an additional copy shall be provided in electronic format on a readable/writeable CD. All other submissions shall be provided in electronic format and forwarded to the following email address: www.desc.ngteam@dla.mil. Electronic formats commonly used by the Government include Microsoft Office software (Word, Excel, and PowerPoint). Using other formats will be acceptable if identified in contractor's proposal and if they are compatible with Government commonly used software or can be accessed via freeware.

8. REQUIRED STANDARD OF WORKMANSHIP:

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

9. INSPECTION AND ACCEPTANCE CRITERIA:

The Government will have ten (10) working days following report delivery to review and accept or reject each deliverable. If the Government does not notify the contractor of rejection of a deliverable within the specified time the contractor may assume the deliverable has been accepted. In the event that a deliverable is rejected, the contractor shall have (8) working days to address the problem(s).

10. INVOICE SUBMISSION

Invoices for payment of services rendered under the contract shall be submitted in accordance with FAR clause 52.213-2 to the following address for certification:

DEFENSE ENERGY SUPPORT CENTER
DESC-AER
8725 John J. Kingman Road, Ste. 4950
Fort Belvoir, Virginia 22060-6222
Phone: (703) 767-8539
Fax: (703) 767-8757

11. PERSONNEL QUALIFICATIONS

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as

a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable and professional manner.

10.1 A bachelor's of science degree in an engineering discipline from an accredited college or university is the minimum educational requirement. Relevant knowledge of federal government energy policy and experience with Department of Defense agencies and services in relation to energy is the minimum experience requirement.

10.2 The Contractor shall make no substitutions of key personnel unless the substitution is

necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 5 calendar days after the occurrence of any of these events and provide the information required by (10.3) below. The Contractor shall submit the information required by (10.3) below to the Contracting Officer at least 5 days prior to making any permanent substitutions.

10.3 The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 3 calendar days after receipt of all required information of the decision on substitutions.

10.4 Contractor and contractor employees assigned to this requirement shall sign an Employee Confidentially Non-Disclosure of Non-Public Information and Conflict of Interest statement before work begins.

10.5 The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the contract. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned.

12. ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a service contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without prior written approval of the contracting officer.

13. CONTRACTING OFFICERS REPRESENTATIVE (COR)

13.1 A representative of DESC will be the COR for this project. Direct invoices, supporting documents, and a copy of all reports should be forwarded to (to be provided on award) at the following address:

Defense Energy Support Center
8725 John J. Kingman Road
Suite 4950
Ft. Belvoir, VA 22060-6222
COMM: (703) 767-8556
Email: desc.ngteam@dla.mil

14. CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE (COTR)

14.1 LCDR Rob is the designated COTRs. Contact info as follows: LCDR Rob Tomiak/ODUSD(I&E)/IRM/(703) 697-6195.

Attachment 4

OFFERORS REPRESENTATIONS AND CERTIFICATIONS

52.204-3 -- Taxpayer Identification.(Oct 1998)*(a) Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal Government;

* Other. State basis._____

(e) *Type of organization.*

- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt):
- * Corporate entity (tax-exempt):
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) *Common Parent.*

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.219-1 -- Small Business Program Representations (Apr 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541618.

(2) The small business size standard is \$6,000,000

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in [19.307](#)(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

52.219-22 - Small Disadvantaged Business Status. (Oct 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

___(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

___(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ___ *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

Alternate I (Oct 1998). As prescribed in [19.307](#)(b), add the following paragraph (b)(3) to the basic provision:

(3) *Address*. The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has

not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/adbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.222-22 -- Previous Contracts and Compliance Reports. (Feb 1999)

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 -- Affirmative Action Compliance. (Apr 1984)

The offeror represents that --

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.222-38 - Compliance with Veteran's Employment Reporting Requirements. (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and

Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.226-2 -- Historically Black College or University and Minority Institution Representation. (May 2001)

(a) *Definitions.* As used in this provision --

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Representation.* The offeror represents that it --

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of Provision)

Attachment 5

OFFERORS CHECKLIST

The following is a list of actions that should be used to preclude irregularities, which have occurred in the past.

Offerors are encouraged to use this checklist when preparing their proposal package. Submit the following items as your quotation:

Standard Form 18

_____ Have blocks 8 a-f, 11 f, 12 a, b or c, and blocks 13 a-f been completed?

_____ Is the person signing on block 14 legally authorized to bind the bidder?

Standard Form 30

_____ Have any/all amendments to the Request for Proposal been acknowledged
by _____
completing blocks 15a through 15c?

General

_____ Have the appropriate boxes been checked in Representations and
Certification (Attachment 4)?

_____ Is the offeror registered with the Central Contractor Register (CCR)?

Please return this page with Quote

CAUTION: Bids which are qualified by the offeror may be considered
NON-RESPONSIVE.

THIS LIST IS NOT INCLUSIVE OF ALL POSSIBLE DISCREPANCIES